



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes FF, MND, MNSD

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$3468.35.

Background and Evidence

The applicant testified that:

- The tenant failed to pay the utilities for the rental unit and at the end of the tenancy there was a \$708.65 outstanding.
- The tenant also caused extensive wall damage that had to be repaired at a cost of \$300.00.
- The hot tub in the rental unit was in working condition at the beginning of the tenancy however it was not working at the end of the tenancy and they are asking for one half the \$1117.76 cost of the repair for a total of \$559.88.

- The tenant also left numerous light bulbs burned out in the rental unit, and left the toilet in need of repair, at a total cost of \$230.29.
- The tenant also did damage to some cedar trees on the neighbour's property, and the cost to replace those was \$300.00.
- A screen door was also damaged and had to be repaired at a cost of \$111.99.
- The carpets needed to be cleaned at a cost of \$179.20.
- There was rubbish left behind that had to be removed at a cost of \$54.00.
- The rental unit also needed a further three hours of cleaning and a cost of \$70.00.
- The central vacuum was working at the beginning of the tenancy however at the end of the tenancy it was not working and had to be repaired at a cost of \$134.34.
- There was a chip in the kitchen counter and as a result the counter will have to be replaced and they were given a verbal estimate of \$270.00 to replace it.
- The tenant also caused dents in the refrigerator door they were given a verbal estimate of \$500.00 to replace the door.
- There are also asking for recovery of the filing fee that they paid for the application for dispute resolution.

The respondent testified that:

- He does not know why the utilities were not paid they were supposed to have been paid by his former roommate.
- He does not dispute the wall damage however he thinks it could have been repaired for much less as he was given a quote of \$100.00 from a local Drywaller.
- They did not damage the hot tub, they could not get it working and as a result they drained it and never used it.
- He does not dispute the claim for light bulbs, however he does dispute the claim for the toilet seat as it broke under normal use and is therefore just normal wear

and tear. He also does not believe he should have to pay for a light bulb changer as it is not his fault that the ceilings are 15 to 20 feet high.

- He does not dispute the claim for the damage to screen.
- He does not dispute the claim for carpet cleaning.
- He does dispute the claim for rubbish removal as there was only one garbage can left behind and it just needed to be taken to the street, everything else had been removed.
- He also disputes the claim for cleaning because there were three of them cleaning for days and they left the house clean.
- They never use the central vacuum system as they had their own vacuum cleaners. This must've been caused by former renters.
- He believes the charge for repairing the kitchen counter is ridiculous as it was a very small chip and would not require a 6 foot repair, he also believes that the landlord had planned to replace the counter anyway as the landlord had previously sent someone by to measure them.
- He also disputes the claim for replacing the fridge door. This was a very old fridge the does not work properly anyway as it leaks and froze things. He believes this is just an attempt to get money to use towards the purchase of a new fridge.
- He also does not believe that verbal quotes for kitchen counter and fridge door can be reliable.

Analysis

It is my decision that I will allow the claim for the unpaid utilities, because the tenant was responsible to pay all utilities under the tenancy agreement.

I also allow the claim for wall repair. It's obvious from the photo evidence that there was extensive damage to the walls and is my decision that the amount claimed by the landlord for repair of those walls is within reason.

I will not allow the landlords claim for repair of the hot tub, because the landlord has not provided any evidence to show that the damage to the hot tub was the result of any negligence or wilful actions on the part of the tenants. This damage may therefore have just been the result of normal wear and tear.

I will allow the majority of the landlords claim for light bulbs and miscellaneous, however it is my decision that I will not allow the claim for replacing the toilet seat, as this may have broken under normal use or for the light bulb changer, as this tool has been purchased to change the light bulbs in the very high ceilings and is not a cost that can be passed on to the tenant.

It is decision that I do not have jurisdiction over the claim for the cedar trees as this was damage occurred on a neighbouring property and was not part of the rental property.

The tenant does not dispute the claim for screen door repair.

The tenant does not dispute the claim for carpet cleaning.

I deny the claim for rubbish removal, because the invoice is nonspecific and it is not clear what rubbish has been removed.

I also deny their claim for cleaning. Under the Residential Tenancy Act a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenants for the extra cleaning. In this case it is my decision that the landlords have not shown that the tenants failed to meet the "reasonable" standard of cleanliness required.

I also deny the claim for the vacuum repair, because again the landlord has not shown that the damage to the vacuum was the result of any negligence on the part of the tenant. This damage therefore could be the result of normal wear and tear.

It is my decision that I will allow a portion of the claim for repair of the countertop because although the chip may be fairly small it is not possible to replace just the portion where the chip exists. However I am not willing to allow the full amount claimed because the landlord has not supplied any proper written estimates. I will allow one half the amount claimed.

It is my finding that the landlord has shown that the tenant did cause Dents to the door of the refrigerator and therefore I will allow a portion of the claim for replacing the door. However again since the landlord has not supplied any proper written estimates I am only willing to allow one half the amount claimed.

I have allowed a substantial amount of the landlords claim therefore I will also order recovery of the \$50.00 filing fee.

Therefore the total amount of the claim that I have allowed is as follows:

Outstanding utilities	\$708.65
Light bulbs and miscellaneous	\$193.53
Screen door repair	\$111.99
Carpet cleaning	\$179.20
Counter repair	\$135.00
Fridge door repair	\$250.00
Filing fee	\$50.00
Total	\$1928.37

Conclusion

I have allowed \$1928.37 of the claim. The landlord may therefore retain the full security deposit of \$1250.00, and have issued a monetary order in the amount of \$678.37.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 18, 2011.

Residential Tenancy Branch